

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B4400116

PRINT DATE: 09/20/13

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1232082171  
SAFETY LEAGUE INC DBA ATLANTIC TACTICAL  
772 CORPORATE CIR  
  
NEW CUMBERLAND, PA 17070  
(800 ) 781-2677

### REFER QUESTIONS TO:

IRIS LESTER  
(410 ) 767-4612  
IRIS.LESTER@DGS.STATE.MD.US

### ITB:

**EXPR DATE:** 09/21/14  
**POST DATE:** 09/19/13

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

\*\*\*\*\*  
THIS IS THE FINAL RENEWAL  
\*\*\*\*\*

THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.00 ARE INCORPORATED HEREIN BY REFERENCE,

AGENCY CONTRACT  
FOR  
SAFETY TACTICAL VEST  
FOR

MARYLAND DEPARTMENT OF TRANSPORTATION AUTHORITY

CONTRACT TERM SEPTEMBER 21, 2013 THRU SEPTEMBER 20, 2014

THIS CONTRACT HAS NO MORE RENEWAL OPTIONS.  
THE PRICE, TERMS AND CONDITIONS REMAINS THE SAME. THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT OF THE CONTRACT.

### SCOPE OF CONTRACT:

THIS IS A REQUIREMENTS CONTRACT FOR SUPPLYING SAFETY TACTICAL VESTS FOR THE MARYLAND DEPARTMENT OF TRANSPORTATION AUTHORITY AS DESCRIBED IN THE DETAILED SPECIFICATION OF THE SOLICITATION FOR A PERIOD OF ONE YEAR.

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B4400116

PRINT DATE: 09/20/13

PAGE: 02

### TERMS (cont'd):

THIS IS A FIRM FIXED PRICE CONTRACT WITH PRICE ADJUSTMENT THAT PROVIDES FOR VARIATION IN THE PRICE UNDER SPECIAL CONDITIONS DEFINED IN THE CONTRACT, OTHER THAN CUSTOMARY PROVISIONS AUTHORIZING PRICE ADJUSTMENTS DUE TO MODIFICATIONS. HOWEVER, IN THE EVENT OF ANY DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASES.

QUANTITIES STATED ARE AN ESTIMATE ONLY AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THERE ARE NO MINIMUM ORDER REQUIREMENTS FOR ANY UNIFORM ITEM. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM STATED ESTIMATE.

THE CONTRACTOR SHALL KEEP IN INVENTORY A STOCK OF THESE ITEMS.

TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

ALL ITEMS ARE QUOTED F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE DELIVERY POINT STATE IN THE BID. ALL SHIPPING, HANDLING, INSTALLATION AND ADMINISTRATIVE CHARGES SHALL BE CALCULATED IN THE BID ORICING.

#### DELIVERY:

DELIVERIES ARE TO BE ARRANGED WITH THE USING AGENCY(S) AND WHENEVER THE AUTHORIZED USER NOTIFIES THE CONTRACTOR/VENDOR THAT IT WISHES TO PURCHASE ITEMS, THE CONTRACTOR/VENDOR SHALL DELIVER THE ITEMS WITHIN FOURTEEN (14) DAYS TO THE ADDRESS ON THE PURCHASE ORDER. THE USING AGENCY (S) MAY HAVE MULTIPLE LOCATIONS FOR DELIVERY AND FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

ALL COMMODITIES SOLD UNDER THIS CONTRACT ARE TO BE UNCONDITIONALLY WARRANTED BY THE VENDOR FOR A MINIMUM PERIOD OF ONE (1) YEAR AGAINST DEFECTS EXCEPT WHERE SPECIFICATIONS SUPERCEDE.

#### LIMITS ON USING AGENCY AUTHORITY:

THE CONTRACTOR/VENDOR SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES AND SIGNED BY THE PROCUREMENT OFFICER.

THE CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE.

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CONTRACTOR/VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B4400116

PRINT DATE: 09/20/13

PAGE: 03

### TERMS (cont'd):

REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND INSTRUCTIONS PROVIDED HEREIN.

A REPORT MUST BE FURNISHED BY THE CONTRACTOR/VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL.

THE CONTRACTOR/VENDOR WARRANTS THAT THE CONTRACTOR/VENDOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR/VENDOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS CONTRACT.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000.00 OR LESS.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	34592	EA	887.0000

VEST, SAFETY

THE MARYLAND TRANSPORTATION AUTHORITY (MDTA) IS SEEKING A VENDOR TO PROVIDE PROTECH (PT) 100 TITAN ASSAULT VEST THREAT LEVER IIIA WITH ITS APPLICABLE ACCESSORIES. EACH PT 100 TITAN ASSAULT VEST SPECIFICATIONS AND INCLUDE THE APPLICABLE ACCESSORIES:

- PT 100 MULLE
- COLOR: MULTI-CAM ATTACHMENT
- SYSTEM: MOLLE ATTACHMENT

FEATURES INCLUDE A UNIQUE DETACHABLE MOLLE ADJUSTABLE CLOSURE SYSTEMS (M.A.C.S.) WHICH ALLOWS FOR 360 DEGREE OF ADJUSTIBILITY.

FEATURES MUST INCLUDE A CONTOURED CUT CROSS THE CHEST WHICH OFFERS OPTIMUM COMFORT AND MOBILITY WITH DIFFERENT COLORS AVAILABLE. SHOULD INCLUDE A COMFORTABLE DIAMOND RIPSTOP NYLON INTERIOR CARREIR AND RUGGED 1000-DENIER CORDURA EXTERIOR CARRIER WITH THE FOLLOWING:

- ADJUSTABLE SHOULDER STRAPS WHICH ALLOWS ONE TO RAISE OR LOWER THE VEST TO ACCOMODATE THE VARIOUS INDIVIDUALS PHYSIQUE
- SHOULD BE SHORT-WAIST TO GIVE BETTER MOBILITY
- SHOULD CONTAIN FRONT, BACK, AND WING PLATE POCKETS FOR 360 DEGREE PROTECTION
- SHOULD HAVE AT LEAST FOUR (4) INCH INTERNAL CUMMERBUND THAT HOLDS

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B4400116

PRINT DATE: 09/20/13

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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PANELS IN PLACE

- SHALL INCLUDE SIDE-LOADING HARD ARMOR PLATE POCKET ON THE FRONT  
ALLOWS ONE TO UPGRADE QUICKLY
  - SHALL INCLUDE FRONT, BACK AND WING PLATE POCKETS FOR WARPAROUND  
PROTECTION
  - INCLUDE BUILT MIC TABS, INCLUDE REAR OFFICE-DOWN STRAPS
  - INCLUDE INTERNAL WIRE CHANNEL, INCLUDE ID ATTACHMENT SYSTEM
- THE VEST SHOULD MEET THE MINIMUM REQUIREMENTS AS DESCRIBED BELOW:
- AREAL WEIGHT: 1.39
  - THICKNESS: .38
  - V50 9MM: 1696
  - V50 .4MM MAG: 1623

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0002	68008	EA	168.0000
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POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS) AND SUPPLIES  
VENDOR SHALL PROVIDE PT TITAN BALLISTIC YOKE OPTION-LEVEL: PT100  
WHICH INCLUDES BALLISTIC SHOULDERS, COLLAR AND THROAT PROTECTOR.  
COLOR: MULTI-CAM

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0003	68008	EA	94.0000
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POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS) AND SUPPLIES  
PROTECH BALLISTIC GROIN PROTECTOR OPTION

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0004	68008-141414	EA	189.0000
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POLICE PROTECTION SUPPLIES

PROTECH PT 100 BALLISTIC SLEEVES - PAIR

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0005	20021	EA	18.0000
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EMBLEMS AND SHOULDER PATCHES (FOR UNIFORMS)  
ID PATCHES (SET - 1 LARGE, 1 SMALL)  
LETTERING: POLICE  
BACKGROUND: BLACK  
COLOR LETTERING: WHITE

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B4400116

PRINT DATE: 09/20/13

PAGE: 05

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0006	20021	EA	9.0000

EMBLEMS AND SHOULDER PATCHES (FOR UNIFORMS)  
SLEEVE PATCH  
COLOR BACKGROUND: BLACK  
COLOR LETTERING: WHITE  
LETTERING SIZE: ONE (1) INCH  
ACTUAL LETTERING: POLICE  
LETTERING SHALL BE NON-REFLECTIVE

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0007	68008-141414	EA	94.0000
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POLICE PROTECTION SUPPLIES  
PROTECH SET OF ANY 6 POUCHES

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0008	68008	EA	397.4000
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POLICE PROTECTION EQUIPMENT (BODY ARMOR AND RIOT SHIELDS) AND SUPPLIES  
PROTECH LEVEL 111A & POLYETHYLENE 10" X 12 " 3.3 LBS STAND ALONE  
MULTI-CURVE PLATE. PLATES MUST MEET NIJ06 LEVEL III REQUIREMENTS.  
PRIOR TO AWARD, SAMPLES SHALL PROVIDED UPON REQUEST FOR REVIEW AND  
APPROVAL.

### DELIVERIES:

ALL ORDERS WILL BE IN THE FORM OF A MDTA PURCHASE ORDER; VENDOR SHALL  
NOT ACCEPT ANY ORDER WITHOUT A FORMAL MDTA PURCHASE ORDER.  
VENDOR SHALL ACKNOWLEDGE ALL ORDERS BY SUBMITTING AN ORDER  
ACKNOWLEDGEMENT IN THE FORMAT APPROVED BY THE MDTA AND CONTAINING THE  
FOLLOWING INFORMATION:

ITEMS BEING ORDERED, TOTAL NUMBER OF UNITS, COST PER UNIT AND TOTAL  
OVERALL COST INCLUDING SHIPPING AND HANDLING.  
EXPECTED DELIVERY DATE.

ALL ORDERS SHALL BE DELIVERED WITHIN 4 TO 8 WEEKS AFTER RECEIPT OF  
THE MDTA PURCHASE ORDER AND SHALL BE SHIPPED FREIGHT ON BOARD (FOB)  
DESTINATION. ALL DELIVERIES MUST BE INSPECTED, ACCEPTED AND RECEIVED  
PRIOR TO SUBMITTAL OF PAYMENTS.

NO PARTIAL ORDERS WILL BE ACCEPTED UNLESS PRIOR APPROVAL HAS BEEN  
EXPRESSLY GIVEN BY THE MDTA.

PAYMENT WILL BE MADE BY CHECK WITHIN 30 DAYS UPON RECEIPT OF AN  
INVOICE CONTINGENT ON SATISFACTORY DELIVERY OF ALL ITEMS.

ALL INVOICES AND/ OR CORRESPONDENCE PERTAINING TO ALL ORDERS AND  
INVOICES SHALL BE IDENTIFIED WITH DGS AWARDED NUMBER AND SHALL BE

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\*\*\* CONTINUED, NEXT PAGE \*\*\*

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BPO NO: 001B4400116

PRINT DATE: 09/20/13

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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FORWARDED TO:  
QUARTERMASTER UNIT  
MARYLAND TRANSPORTATION AUTHORITY  
1700 FRANKFURST AVENUE  
BALTIMORE, MD 21226

VENDOR SHALL INCLUDE ITS FEDERAL EMPLOYEE NUMBER (FEIN) ON THE FACE OF ALL INVOICES.

END OF ITEM LIST

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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AUTHORIZED BY:

*Lee Sester*

BUYER AUTHORIZED DESIGNEE

DATE:

*9/20/13*